

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunwave Gas & Power Inc.		07/09/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ONEnergy Inc.		
Street Address:	Atria III, 2225 Sheppard Ave. E.,		
Internal Address:	Suite 1600		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M2J 5C2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85920067	ONENERGY	
CORRESPONDENCE DATA			
Fax Number:	9142880023		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(914) 821-9077		
Email:	tmdocket@leasonellis.com		
Correspondent Name:	Paul Fields		
Address Line 1:	One Barker Avenue		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	03525/308404-US0		
DOMESTIC REPRESENTATIVE			
Name:	Paul Fields		
Address Line 1:	One Barker Avenue		

OP \$40.00 85920067

Address Line 4: White Plains, NEW YORK 10601

NAME OF SUBMITTER:

Paul Fields

Signature:

/Paul Fields/

Date:

01/21/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 9, 2013 ("Effective Date") by and between **Sunwave Gas & Power Inc.**, a corporation having an address of 2225 Sheppard Ave. East, Toronto, Ontario M2J 5C2 ("Assignor") and **ONEnergy Inc.**, a corporation having an address of Atria III, 2225 Sheppard Ave. E., Suite 1600, Toronto, Ontario M2J 5C2 ("Assignee").

The Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all rights at common law and all rights under statute in and to the trademarks and trademark applications listed in Schedule "A", together with that portion of the business pertaining thereto and the goodwill of the business associated therewith (collectively, the "Marks").

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, and that portion of the business pertaining to the Marks, for Canada, the United States and all other countries of the world, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the Canada, the United States or any other country of the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Canadian Intellectual Property Office of Industry Canada and the corresponding entities or agencies in any other countries, to record Assignee as the assignee and owner of the Marks.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to more fully and effectively carry out the purposes of this Assignment and to vest full title in and to the Marks in the Assignee, Assignee's successors, assigns or other legal representatives.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Sunwave Gas & Power Inc.

by:

Name: ROBERT WEIR
Title: PRESIDENT

ONEnergy Inc.

by:

Name: MARK LEWIS
Title: CEO

TRADEMARK

REEL: 005197 FRAME: 0415

SCHEDULE "A"
TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Application Date</u>	<u>Mark</u>
CIPO Serial No. 1,621,937	April 10, 2013	ONENERGY
US Serial No. 85920067	May 1, 2013	ONENERGY